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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF SAN DIEGO**
10

11 JANETH ROBLEDO, as an individual and on
12 behalf of all others similarly situated,

13 Plaintiff,

14 vs.

15 GLOBAL EQUITY FINANCE, INC., a
16 corporation; CORNELL HOUGH, an
individual; and DOES 1 through 50, inclusive,

17 Defendants.
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Case No. 37-2022-00016925-CU-OE-CTL

CLASS ACTION

CLASS ACTION COMPLAINT

1. Failure to Pay All Minimum Wages
2. Failure to Pay All Overtime Wages
3. Meal Period Violations
4. Rest Period Violations
5. Untimely Payment of Wages
6. Wage Statement Violations
7. Waiting Time Penalties
8. Failure to Reimburse Business Expenses
9. Underpaid Sick Leave & Underpaid Covid-19 Supplemental Paid Sick Leave
10. Violations of the Unfair Competition Law

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego

05/04/2022 at 03:58:04 PM

Clerk of the Superior Court
By Erika Engel, Deputy Clerk

1 Plaintiff JANETH ROBLEDO (“Plaintiff”), on behalf of a class of all other similarly
2 situated current and former employees, brings this action against Defendants GLOBAL EQUITY
3 FINANCE, INC.; CORNELL HOUGH; and DOES 1 through 50 (collectively, “Defendants”),
4 alleging as follows:

5 **INTRODUCTION**

6 1. This is a class action filed for wage and hour violations of the California Labor
7 Code. Defendants required that Plaintiff and Class Members work off-the-clock and failed to
8 compensate them for all hours suffered or permitted to work. Defendants underpaid overtime wages
9 because of their company-wide payroll practice of failing to include bonuses, commissions, and
10 other payments in the regular rate of pay for the purpose of paying overtime. Defendants also did
11 not pay Labor Code § 226.7 premiums at the regular rate of compensation for non-compliant meal
12 periods and rest periods, including late, short, and missed meal periods which are evident on the
13 face of Defendants’ employment and payroll records. Defendants also underpaid sick leave and
14 Covid-19 supplemental sick leave because they failed to use one of the methods authorized under
15 the California Labor Code. As a result of these violations, Defendants failed to timely pay Plaintiff
16 and Class Members each pay period on paydays and upon separation of employment, and thus are
17 liable for waiting time and other statutory penalties, in addition to the underlying wages, premiums,
18 sick leave, attorneys’ fees, interest and reasonable litigation costs. Defendants also failed to provide
19 accurate itemized wage statements. Moreover, Defendants failed to reimburse employees for
20 business-related expenses associated with performing work from home or outside of regular
21 business hours.

22 2. Defendants’ employment policies and practices and payroll administration systems
23 enabled and facilitated these violations on a company-wide basis with respect to the Class
24 Members.

25 **JURISDICTION & VENUE**

26 3. Jurisdiction of this action is proper in this Court under Article VI, Section 10 of the
27 California Constitution.

1 4. Venue as to each defendant is proper in this judicial district under Code of Civil
2 Procedure sections 395 and 395.5 because Defendants conduct business in this county, employed
3 Plaintiff in this county, and committed some of the alleged violations in this county.

4 **PARTIES**

5 **A. The Plaintiff Janeth Robledo**

6 5. Plaintiff JANETH ROBLEDO is an individual over 18 years of age who worked for
7 Defendants in San Diego County as an hourly, non-exempt employee.

8 6. Plaintiff was employed as a Loan Processor in San Diego County until her
9 employment ended in January 2022.

10 **B. The Defendants**

11 7. Throughout the respective statutory periods, each of the defendants was a legal
12 employer of Plaintiff and Class Members.

13 8. Plaintiff is informed, believes, and alleges that Defendant GLOBAL EQUITY
14 FINANCE, INC. is a corporation incorporated in the State of California, doing business and
15 employing labor throughout San Diego, California.

16 9. Plaintiff is informed, believes, and alleges that Defendant CORNELL HOUGH is an
17 individual over the age of 18, residing and doing business in the state of California.

18 10. Plaintiff is informed, believes, and alleges that no class action asserting similar
19 factual allegations has been filed against any of the named defendants within the preceding three
20 years, that the defendants and more than two-thirds of Class Members are citizens of California.

21 11. The true names and capacities, whether individual, corporate, or otherwise, of the
22 parties sued as DOES 1 through 50, are presently unknown to Plaintiff, who sues them by such
23 fictitious names under Code of Civil Procedure section 474. Plaintiff is informed, believes, and
24 alleges that each of the fictitious defendants is responsible in some manner for the acts and omissions
25 alleged herein. Plaintiff will seek leave to amend this Complaint to reflect their true names and
26 capacities when they become known.

1 12. Plaintiff is informed, believes, and alleges that all defendants in this action are
2 employers and/or joint employers and part of an integrated employer enterprise, as each defendant
3 exercises control over the wages, hours, and working conditions of Plaintiff and the aggrieved
4 employees, suffers and permits them to work, and engages the workforce creating a common law
5 employment relationship.

6 13. Additionally, all defendants have common ownership, common management,
7 interrelationship of operations, and centralized control over labor relations and are therefore part of
8 an integrated enterprise and thus jointly and severally responsible for the acts and omissions alleged
9 herein.

10 14. Plaintiff is informed, believes, and alleges that each defendant acted in all respects
11 pertinent to this action as an alter-ego, agent, servant, joint employer, joint venturer, co-conspirator,
12 partner, in an integrated enterprise, or in some other capacity on behalf of all other co-defendants,
13 such that the acts and omissions of each defendant are legally attributable to all others.

14 15. Plaintiff is informed, believes and alleges that the above-mentioned defendants
15 violated and/or caused to be violated Labor Code and IWC Wage Order provisions and/or
16 regulating minimum wages and days of work and other provisions of the Labor Code with respect
17 to the Class of aggrieved employees. As a result, they may be held personally liable under Labor
18 Code sections 558, 558.1, and 1197.1. (*See, e.g., Atempa v. Pedrazzani* (2018) 27 Cal. App. 5th
19 809.)

GENERAL ALLEGATIONS

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21 16. Defendants failed to pay Plaintiff and Class Members for all hours suffered or
22 permitted to work in violation of Labor Code section 1197 and the applicable IWC Wage Order.
23 Plaintiff and Class Members were told that they needed to do whatever work was necessary to
24 process and close loans, including working at home and during unpaid meal periods. Defendants'
25 practices required that Plaintiff and Class Members work off-the-clock answering calls, sending and
26 responding to emails, or accessing and using Defendants' systems for loan processing purposes
27 while off the clock. Plaintiff and Class Members usually worked off-the-clock outside of business
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1 hours and during the weekends. Defendants’ requirement and practice of not compensating
2 employees for work performed off-the-clock resulted in unpaid regular and overtime wages for
3 Plaintiff and Class Members.

4 17. Plaintiff is informed and believes that Defendants failed to pay all earned bonuses to
5 her and the Class Members. Plaintiff alleges on information on belief that throughout her
6 employment, Defendants paid her and the Class Members bonus amounts that were less than what
7 they actually earned. Plaintiff also alleges that Defendants withheld earned bonuses from her and
8 Class Members whenever they left employment with Defendants.

9 18. Furthermore, Defendants’ agents required Plaintiff and other Class Members to work
10 during their unpaid meal periods, resulting in unpaid regular and overtime wages. Even when
11 Plaintiff and Class Members did clock out for a meal period, they would be pressured to continue
12 completing work and would be required to respond to messages, emails and phone calls and
13 perform various other tasks.

14 19. When Defendants paid overtime to Plaintiff and other Class Members, Defendants
15 failed to pay the overtime at the lawful regular rate of pay. Plaintiff and other Class Members
16 regularly worked overtime and earned bonuses, commissions, and other remuneration during the
17 same pay period. In those pay periods, Defendants paid employees at their straight time hourly rate
18 for the overtime hours, failing to pay overtime hours “at the rate of no less than one and one-half
19 times the regular rate of pay for an employee[,]” or “at the rate of no less than twice the regular rate
20 of pay for an employee” for any applicable double time hours, as required by Labor Code
21 section 510 and the IWC Wage Orders. Accordingly, Defendants are liable for the unpaid overtime
22 wages, civil and statutory penalties, interest, and waiting time penalties for each affected Class
23 Member.

24 20. Defendants failed to consistently provide timely, off-duty 30-minute meal periods to
25 Class Members within the first five hours of work, and timely second off-duty 30-minute meal
26 periods to the extent they worked shifts of 10 hours or more, in violation of Labor Code sections
27 226.7, 512 and section 11 of the applicable IWC Wage Orders. (*See, e.g., Ferra v. Loews*
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1 *Hollywood Hotel, LLC* (2021) 11 Cal. 5th 858, 863 [“We hold that the terms are synonymous:
2 “regular rate of compensation” under section 226.7(c), like “regular rate of pay” under section
3 510(a), encompasses all nondiscretionary payments, not just hourly wages.”] “[T]ime records
4 showing noncompliant meal periods raise a rebuttable presumption of meal period violations,
5 including at the summary judgment stage.” *Donohue v. AMN Services, LLC* (2021) 11 Cal. 5th 58.
6 Plaintiff’s and Class Members’ time records establish meal period violations on their face.
7 Additionally, Defendants maintained an unlawful meal period policy under which employees were
8 only permitted one meal period per workday regardless of the length of time worked. Defendants
9 did not allow Plaintiff and Class Members to take a second meal period on days when they worked
10 more than ten hours.

11 21. When Defendants did not provide fully compliant meal periods, Defendants failed to
12 pay Plaintiff and Class Members a meal period premium at the regular rate of compensation in
13 violation of Labor Code section 226.7. *Ferra*, 11 Cal. 5th at 863. Defendants’ practice of not
14 paying all meal period premiums at the lawful rate (*i.e.*, including all forms of remuneration in the
15 “regular rate of compensation”) is a matter of common corporate policy and payroll administration
16 such that it applies and affected all other Class Members and are evident from the time records
17 maintained by Defendants, which show late, short and missed meal periods without an associated
18 meal period premium at the lawful rate on the corresponding employee wage statement.

19 22. Moreover, due to Defendants’ business practice of discouraging rest breaks, staffing
20 issues, employees’ job responsibilities, telephone calls, and the steady flow of business, Defendants
21 failed to authorize or *permit* ten-minute rest periods for every four hours of work or major fraction
22 thereof as required by Labor Code section 226.7 and 516 and section 12 of the applicable IWC
23 Wage Order. When Defendants did not provide a fully compliant rest period to Plaintiff or other
24 Class Members, Defendants failed to pay Plaintiff and other Class Members a rest period premium
25 at the lawful “regular rate of compensation” in violation of Labor Code section 226.7.

1 23. Defendants also required that Plaintiff and Class Members incur costs for work-
2 related purposes, including expenses associated with personal cell phones, laptops, computers, data,
3 internet, utilities, and other costs associated with performing work at home. Specifically,
4 Defendants required that Plaintiff and Class Members work from home and outside of their regular
5 business hours to perform their work duties with the goal of closing loans as quickly as possible. As
6 such, Plaintiff and Class Members engaged in the practice of accessing various websites and
7 programs for lenders and Defendants from their personal devices. In direct consequence of their job
8 duties, Plaintiff and Class Members unavoidably and necessarily incurred losses, expenditures,
9 costs, and expenses that Defendants did not fully and compliantly reimburse as a matter of policy
10 and practice. To the extent that Defendants reimbursed Class Members, those amounts were
11 underpaid and in violation of Labor Code sections 2800 and 2802.

12 24. With respect to the unpaid wages, sick leave, and premiums owed to Plaintiff and
13 Class Members, Defendants failed to pay those wages on time each pay period or upon separation
14 of employment. Because Defendants did not pay Plaintiff and the Class for all wages, sick leave,
15 and premiums owed each pay period of their employment, Defendants failed to timely pay all
16 wages owed each pay day or upon separation of employment (or within 72 hours thereof), in
17 violation of Labor Code sections 201 through 203 (waiting time) and 204 and 204b (paydays).

18 25. Defendants equally failed in their affirmative obligation to provide accurate itemized
19 wage statements each pay period to Plaintiff and Class Members. Defendants issued wage
20 statements to Plaintiff and, on information and belief, other Class Members, which contain at
21 several types of violations.

22 26. First, on each wage statement furnished, Defendants failed to accurately state the
23 “gross wages earned” and “net wages earned” in violation of Labor Code § 226(a)(1) and (5), as
24 Plaintiff and Class Members worked off-the-clock but were not compensated for such time, and
25 earned overtime at one and one-half times their regular rate of pay, but were underpaid overtime on
26 an hourly basis (due to the regular rate of pay underpayment), and were deprived of all sick leave
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1 and meal and rest period premiums earned at the lawful rate, resulting in an inaccurate itemization
2 of gross and net wages earned on those wage statements.

3 27. Second, on each wage statement furnished, Defendants failed to accurately state “all
4 applicable hourly rates in effect during the pay period and the corresponding number of hours
5 worked at each hourly rate by the employee” in violation of Labor Code § 226(a)(9), as the wage
6 statements issued to Plaintiff and Class Members do not accurately list the applicable hourly
7 overtime rate in effect, but instead a deflated overtime rate that does not include all forms of non-
8 excepted remuneration in the regular rate required to calculate and pay overtime.

9 28. Third, Defendants inaccurately listed total hours worked during the pay period in
10 violation of Labor Code § 226(a)(2), as Plaintiff and Class Members worked off-the-clock,
11 including during uncompensated meal periods.

12 29. Defendants’ wage statement issues described above rendered the wage statements
13 inaccurate and confusing to Plaintiff and Class Members, concealing the underpayments and
14 presenting a false portrayal of accuracy on the wage statements relied upon by Plaintiff and Class
15 Members as the sole documentary evidence of their respective earnings.

16 30. Plaintiff and Class Members suffered injury in the form of confusion regarding
17 amounts paid for hours worked, and in the form of concealment of the common payroll practices
18 causing the violations and underpayment of wages and wage statement deficiencies as addressed in
19 this Complaint.

20 31. Indeed, Plaintiff and, on information and belief, Class Members were misinformed
21 and misled by the wage statements wages, hours, rates, and earnings. As a result of the inaccuracies
22 on the wage statements, Plaintiff and, on information and belief, Class Members were led to believe
23 that the hourly rates and net and gross wages reflected were a complete and accurate reflection of
24 the wages actually earned under California law.

25 32. Defendants’ wage statement violations were knowing and intentional as a matter of
26 law with respect to Plaintiff and Class Members given that the legal obligation was not disputed,
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1 the wage statement and wage laws are clear and unambiguous as written, and because Defendants
2 nevertheless failed to comply despite the means and ability to do so.

3 33. In pay periods where Defendants provided Plaintiff and other Class Members with
4 remuneration in addition to their respective base hourly rate for hours worked (such as sales
5 commissions)—excluding any forms of pay subject to any applicable statutory exclusions from the
6 “regular rate”—Defendants failed to properly calculate and pay paid sick leave and supplemental
7 paid sick leave at the appropriate regular rate of pay, in violation of Labor Code sections 246,
8 248.2, and 248.6. Defendant’s paid sick leave and supplemental paid sick leave at employees’
9 straight time hourly rate instead of one of the methods authorized by statute, which required
10 Defendants to factor in employees’ additional remuneration, such as bonuses and commissions.

11 34. Because of the violations set forth in this Complaint, including Defendants’ failure
12 to accurately maintain records of pay for all hours worked at the appropriate lawful rates of pay,
13 Defendants violated Labor Code section 1174 and the IWC Wage Orders by failing to maintain
14 records showing accurate daily hours worked at the corresponding wage rate, and the wages paid to
15 each employee.

16 35. Plaintiff is informed, believes, and alleges that Defendants’ acts and omissions have
17 knowingly and intentionally caused harm to Plaintiff and the Class. Plaintiff is informed, believes,
18 and alleges that Defendants have engaged in systemic violations of the Labor Code and IWC Wage
19 Orders by maintaining practices, policies, and customs that are inconsistent with their obligations
20 under California law.

21 **CLASS ACTION ALLEGATIONS**

22 36. ***Class Definition.*** The named individual Plaintiff seeks class certification under
23 California Code of Civil Procedure section 382. Plaintiff proposes the following class:

- 24 a. All individuals currently or formerly employed by Defendants in the State of
25 California as hourly non-exempt employees at any time from **May 4, 2018**
26 through the time of trial in this action (the “Class” or “Class Members” and
27 the “Class Period”).

1 37. Further, Plaintiff proposes the following subclasses:

2 a. All Class Members who separated from employment with Defendants at any
3 time from **May 4, 2019** through the time of trial in this action (the “Waiting
4 Time Subclass”).

5 b. All Class Members who received a wage statement from Defendants at any
6 time from **May 4, 2021** through the time of trial in this action (“Wage
7 Statement Subclass”).

8 c. All Class Members who received additional forms of compensation that are
9 non-excludable from the regular rate of pay, such as bonuses and
10 commissions, each pay period in which they also worked overtime or double-
11 time hours (the “Regular Rate of Pay Subclass”).

12 d. All Class Members who worked shifts of five hours or more without a duty-
13 free meal period of at least 30 minutes that started before the end of the fifth
14 hour of work or shifts of more than 10 hours without a second duty-free meal
15 period of at least 30 minutes and who were not paid one hour of pay at the
16 regular rate of compensation for each of those workdays (“Meal Period
17 Subclass”).

18 e. All Class Members who worked shifts of four hours or major faction thereof
19 without being authorized or permitted an uninterrupted rest period of at least
20 10 minutes, who were not paid one hour at the regular rate of compensation
21 for each of those days (“Rest Period Subclass”).

22 f. All Class Members who during the Class Period were paid for sick leave or
23 Covid-19 supplemental sick leave and were not paid for such sick leave at a
24 rate authorized by one of the methods provided in the California Labor Code
25 (“Sick Leave Underpayment Class”).

26 g. All Class Members who were not paid all regular, overtime, or minimum
27 wages for all hours worked each pay period (“Unpaid Wage Subclass”).
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1 h. All Class Members who used their personal devices for work-related
2 purposes and/or incurred costs associated with working from home and were
3 not reimbursed for the use of their personal devices or for the costs incurred
4 as a result of working from home (“Reimbursement Subclass”).

5 i. All Class Members who were subject to Defendants’ unlawful or unfair
6 business acts or practices during the Class Period (“UCL Class”).

7 38. Plaintiff reserves the right to move the Court to amend or modify the class
8 definitions and to establish additional classes and subclasses as appropriate.

9 39. **Numerosity.** The members of the Class are so numerous that joinder of all
10 individuals is impracticable. The identity of the Class Members is readily ascertainable by review
11 of Defendants’ employment and payroll records. Plaintiff is informed, believes, and alleges there
12 are more than 40 Class Members.

13 40. **Adequacy of Representation.** Plaintiff is an adequate class representative. Plaintiff
14 will take all necessary steps to adequately and fairly represent and protect the interest of the Class.
15 Plaintiff is represented by attorneys who have substantial experience prosecuting and resolving
16 wage-and-hour class actions in California state and federal courts.

17 41. **Manageability.** This class action is manageable because the liability and damages to
18 Class Members can be ascertained by review of corporate and employer timekeeping and payroll
19 records along with other evidence that Defendants maintained and are required by law to maintain
20 under the California Labor Code, IWC Wage Orders and federal law. This class action is
21 manageable because the contact information and identity of percipient witnesses—namely,
22 Defendants’ employees (the putative class members)—is readily maintained by Defendants.

23 42. **Superiority.** A class action is superior to other means for adjudication of the claims
24 of the Class and is beneficial and efficient for the parties and the Court. Class treatment will allow
25 for the common issues to be resolved in a single forum, simultaneously and without duplication of
26 effort and expense.

1 **SECOND CAUSE OF ACTION**

2 **FAILURE TO PAY ALL OVERTIME WAGES**

3 **Labor Code §§ 510 and 1194**

4 50. Plaintiff incorporates all outside paragraphs of this Complaint as if set forth herein.

5 51. Defendants failed in their affirmative obligation to pay Plaintiff and Class Members
6 no less than one and one-half times their respective “regular rate of pay” for all hours worked in
7 excess of eight hours in one day, 40 hours in one week, or the first eight hours worked on the
8 seventh day of work in any one workweek, and no less than twice their respective “regular rate of
9 pay” for all hours over 12 hours in one day and any work in excess of eight hours on any seventh
10 day of a workweek in violation of Labor Code sections 510, 1194, and 1198 and the IWC Wage
11 Orders (the “Hours and Days of Work” sections of the applicable orders).

12 52. Defendants’ unlawful acts and omissions deprived Plaintiff and the Class of
13 overtime wages in amounts to be determined at trial. Plaintiff and the Class are entitled to recover
14 to the full amount of the unpaid overtime wages, in addition to interest, attorneys’ fees, and costs to
15 the extent permitted by law, including under Labor Code section 1194.

16 **THIRD CAUSE OF ACTION**

17 **MEAL PERIOD VIOLATIONS**

18 **Labor Code §§ 226.7 and 512**

19 53. Plaintiff incorporates all outside paragraphs of this Complaint as if set forth herein.

20 54. Defendants willfully failed in their affirmative obligation to consistently provide
21 Plaintiff and Class Members compliant, duty-free meal periods of not less than 30 minutes
22 beginning before the fifth hour of hour for each work period of more than five hours per day and a
23 second duty-free meal period of not less than 30 minutes beginning before the tenth hour of hour of
24 work in violation of Labor Code sections 226.7 and 512 and the IWC Wage Orders (the “Meal
25 Periods” sections of the applicable orders).

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1 55. Further, Defendants willfully failed in their affirmative obligation to consistently pay
2 Plaintiff and Class Members one additional hour of pay at the respective regular rate of
3 compensation for each workday that a fully compliant meal period was not provided, in violation of
4 Labor Code sections 226.7, 512, and 1198 and the IWC Wage Orders (the “Meal Periods” sections
5 of the applicable orders).

6 56. Defendants’ unlawful acts and omissions deprived Plaintiff and the Class of meal
7 periods and meal period premiums in amounts to be determined at trial. Plaintiff and the Class are
8 entitled to recover to the full amount of the unpaid premiums, in addition to interest, attorneys’ fees,
9 and costs to the extent permitted by law, including under Code of Civil Procedure section 1021.5.

10 **FOURTH CAUSE OF ACTION**
11 **REST PERIOD VIOLATIONS**
12 **Labor Code §§ 226.7 and 516**

13 57. Plaintiff incorporates all outside paragraphs of this Complaint as if set forth herein.

14 58. Defendants willfully failed in their affirmative obligation to consistently authorize
15 and permit Plaintiff and Class Members to receive compliant, duty-free rest periods of not less than
16 ten (10) minutes for every four hours worked (or major fraction thereof) in violation of Labor Code
17 sections 226.7, 516, and 1198 and the IWC Wage Orders (the “Rest Periods” sections of the
18 applicable orders).

19 59. Further, Defendants willfully failed in their affirmative obligation to consistently pay
20 Plaintiff and Class Members one additional hour of pay at the respective regular rate of
21 compensation for each workday that a fully compliant rest period was not provided, in violation of
22 Labor Code sections 226.7 and 1198 and the IWC Wage Orders.

23 60. Defendants’ unlawful acts and omissions deprived Plaintiff and the Class of rest
24 periods and rest period premiums in amounts to be determined at trial. Plaintiff and the Class are
25 entitled to recover to the full amount of the unpaid premiums, in addition to interest, attorneys’ fees,
26 and costs to the extent permitted by law, including under Code of Civil Procedure section 1021.5.

1 worked each pay period, (5) net wages earned, and (9) all hourly rates in effect and the total number
2 of hours worked each pay period.

3 67. Defendants' unlawful acts and omissions deprived Plaintiff and the Class of accurate
4 itemized wage statements, causing confusion and concealing wage and premium underpayments.
5 As a result, Plaintiff and the Class are entitled to recover the statutory penalty of \$50 per employee
6 for the initial pay period in which a violation occurred and \$100 per employee for each violation in
7 a subsequent pay period, up to an aggregate penalty of \$4,000 per employee, in addition to interest,
8 attorneys' fees, and costs to the extent permitted by law, including under Labor Code section 226€.

9 **SEVENTH CAUSE OF ACTION**

10 **WAITING TIME PENALTIES**

11 **Violation of Labor Code §§ 201 through 203**

12 68. Plaintiff incorporates all outside paragraphs of this Complaint as if set forth herein.

13 69. Defendants willfully failed in their affirmative obligation to pay all wages,
14 premiums, and sick leave earned and unpaid to Plaintiff and members of the Waiting Time Subclass
15 immediately upon termination of employment or within 72 hours thereafter for employees who did
16 not provide at least 72 hours prior notice of his or her intention to quit, and further failed to pay
17 those sums for 30 days thereafter in violation of Labor Code sections 201 through 203 and the IWC
18 Wage Orders.

19 70. Defendants' unlawful acts and omissions deprived Plaintiff and the Class of timely
20 wages upon separation of employment in amounts to be determined at trial. Plaintiff and the Class
21 are entitled to recover to the wages of Plaintiff and members of the Waiting Time Subclass as a
22 waiting time penalty for a period of up to 30 days, in addition to interest, attorneys' fees, and costs
23 to the extent permitted by law.

24 **EIGHTH CAUSE OF ACTION**

25 **FAILURE TO REIMBURSE BUSINESS EXPENSES**

26 **Violation of Labor Code § 2802**

27 71. Plaintiff incorporates all outside paragraphs of this Complaint as if set forth herein.

1 72. Defendants willfully failed in their affirmative obligation to reimburse Plaintiff and
2 Class Members for all necessary expenditures, losses, expenses, and costs incurred by them in
3 direct discharge of the duties of their employment, in violation of Labor Code section 2802.

4 73. Defendants' unlawful acts and omissions deprived Plaintiff and Class Members of
5 lawful reimbursements for business expenses in amounts to be determined at trial. Plaintiff and the
6 Class are entitled to recover to amount of the unreimbursed expenses of Plaintiff and Class
7 Members in addition to interest, attorneys' fees, and costs to the extent permitted by law, including
8 under Labor Code section 2802.

9 **NINTH CAUSE OF ACTION**
10 **FAILURE TO PROVIDE PAID SICK LEAVE &**
11 **SUPP. PAID SICK LEAVE**
12 **Violation of Labor Code §§ 246 *et seq.***

13 74. Plaintiff incorporates all outside paragraphs of this Complaint as if set forth herein.

14 75. Defendants knowingly and intentionally failed in their affirmative obligation provide
15 and pay paid sick leave and Covid-19 Supplemental Sick Leave to Plaintiff and Class Members in
16 violation of Labor Code section 246.

17 76. Labor Code section 246(b)(1) requires that employees accrue sick leave at the
18 commencement of employment at a rate of 1 hour for every thirty hours worked. Section 246(c)
19 entitles employees to use any accrued sick leave beginning on their 90th day of employment. Labor
20 Code section 246(l) governs how Defendants were required to calculate paid sick leave:

21 [A]n employer shall calculate paid sick leave using any of the following calculations:

22 (1) Paid sick time for nonexempt employees shall be calculated in
23 the same manner as the regular rate of pay for the workweek in which
24 the employee uses paid sick time, whether or not the employee actually
25 works overtime in that workweek.

26 (2) Paid sick time for nonexempt employees shall be calculated by
27 dividing the employee's total wages, not including overtime premium
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1 pay, by the employee's total hours worked in the full pay periods of the
2 prior 90 days of employment.

3 (3) Paid sick time for exempt employees shall be calculated in the
4 same manner as the employer calculates wages for other forms of paid
5 leave time.

6 77. Defendants failed to pay Plaintiff and Class Members paid sick leave at one of the
7 lawful rates set forth in the statute because Defendants failed to include in their calculation the
8 commissions and additional remuneration received by Plaintiff and the Class Members.

9 78. Furthermore, Defendants knowingly and intentionally failed in their affirmative
10 obligation to provide and pay Covid-19 Supplemental Sick Leave to Class Members in violation of
11 Labor Code sections 246, 247.5, 248.2, and 248.6.

12 79. Labor Code 248.2 requires employers to provide up to 80 hours of Covid-19
13 Supplemental Paid Sick Leave for the period of January 1, 2021 through September 30, 2021.
14 Labor Code section 248.6 extended Covid sick leave protections and requires employers to provide
15 up to 80 hours of Covid-19 Supplemental Paid Sick Leave for the period of January 1, 2022 to
16 September 30, 2022, and may be extended thereafter.

17 80. Under Labor Code section 248.2, non-exempt employees must be paid Covid-19
18 supplemental paid sick leave according to the highest of the following four methods: (1) the regular
19 rate of pay for the workweek in which the employee uses COVID-19 supplemental paid sick leave,
20 (2) the employee's total wages in a 90-day period divided by total hours worked, (3) the state
21 minimum wage, or (4) the local minimum wage.

22 81. Labor Code section 248.6 requires employers to pay Covid-19 supplemental sick
23 leave under either one of the following methods: (1) regular rate of pay or (2) the employee's total
24 wages in a 90-day period divided by total hours worked.

25 82. Defendants failed to provide and pay Covid-19 supplemental paid sick leave in the
26 manner described above because Defendants failed to pay Plaintiff and the Class Members such
27 sick leave at one of the rates authorized by statute. Specifically, Defendants failed to include in
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1 their calculation the commissions and additional remuneration received by Plaintiff and the Class
2 Members.

3 83. As a result, Defendants violated the Labor Code and are liable to Plaintiff and the
4 Class for underpaid sick leave earnings, in addition to interest, attorneys' fees, and costs.

5 **TENTH CAUSE OF ACTION**

6 **VIOLATIONS OF THE UNFAIR COMPETITION LAW**

7 **Business and Professions Code §§ 17200, *et seq.***

8 84. Plaintiff incorporates all outside paragraphs of this Complaint as if set forth herein.

9 85. Defendants willfully failed in their affirmative obligation to timely pay each payday
10 or at other required intervals all minimum, regular, and overtime wages, meal and rest period
11 premium wages, sick leave, and other amounts sought in this lawsuit to Plaintiff and Class
12 Members. These failures constitute unlawful, deceptive, and unfair business acts and practices in
13 violation of Business and Professions Code section 17200, *et seq.*

14 86. Because Plaintiff is a victim of Defendants' unfair and unlawful conduct, as alleged
15 throughout this Complaint, Plaintiff, as an individual and on behalf of the Class seeks restitution of
16 all monies and property withheld, acquired, or converted by Defendants in violation of the Labor
17 Code and IWC Wage Orders under Business and Professions Code section 17202, 17203, 17204
18 and 17208.

19 87. Defendants' unlawful acts and omissions deprived Plaintiff and Class Members of
20 monies and property in amounts to be determined at trial. Plaintiff and the Class are entitled to
21 injunctive relief against Defendants, restitution, and other equitable relief to return all funds over
22 which Plaintiff and the Class have an ownership interest and to prevent future damage under
23 Business and Professions Code section 17200, *et seq.* in addition to interest, attorneys' fees, and
24 costs to the extent permitted by law, including under Code of Civil Procedure section 1021.5.

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1 **PRAYER FOR RELIEF**

2 Plaintiff prays for judgment as follows:

- 3 a. For certification of this action as a class action;
- 4 b. For appointment of Plaintiff as the representative of the Class;
- 5 c. For appointment of counsel for Plaintiff as Class Counsel;
- 6 d. For injunctive relief;
- 7 e. For compensatory damages in amount according to proof;
- 8 f. For all recoverable pre- and post-judgment interest;
- 9 g. For recovery of all statutory penalties and liquidated damages;
- 10 h. For disgorgement of all amounts wrongfully obtained;
- 11 i. For reasonable attorneys' fees and costs of suit, including expert fees, to the extent
- 12 permitted by law, including (without limitation) under California Labor Code
- 13 sections 218.5, 226, 1194, 2802, and Code of Civil Procedure section 1021.5;
- 14 j. For such other relief the Court deems just and proper.

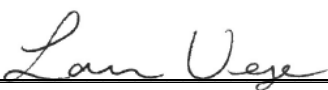
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16 Respectfully submitted,

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18 Dated: May 4, 2022

Ferraro Vega Employment Lawyers, Inc.

19 

20 _____

21 Lauren N. Vega

22 Attorney for Plaintiff Janeth Robledo